

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

ZUMBRO RIVER BRAND, INC.
1215 Hershey Street
Albert Lea, MN 56007,

Plaintiff,

Civil Action No: 19-cv-00826

v.

HOUSTON CASUALTY COMPANY
13403 Northeast Freeway
Houston, TX 77040,

Defendant.

COMPLAINT

Plaintiff, Zumbro River Brand, Inc (“Zumbro”), for its Complaint against Defendant, Houston Casualty Company (“Houston”), alleges and states as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Zumbro River Brand, Inc. (“Zumbro”) is a corporation incorporated under the laws of the State of Minnesota, with its principal place of business at 1215 Hershey Street, Albert Lea, Minnesota 56007.

2. Defendant Houston Casualty Company (“HCC”) is an insurance corporation incorporated under the laws of the State of Texas, with its principal place of business at 13403 Northeast Freeway, Houston, Texas 77040.

3. The matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states. This Court therefore has jurisdiction of this matter by virtue of 28 U.S.C. § 1332.

4. Venue is proper in this District pursuant to 28 U.S.C. § 1331(b)(2) because a substantial part of the events giving rise to this action occurred in this District.

THE HCC INSURANCE POLICY

5. HCC issued policy number H716-80176 (the “Policy”) to Zumbro for the policy period from June 1, 2016 to June 1, 2018.

6. Zumbro is the named insured under the Policy.

7. Zumbro has experienced an “Insured Event” within the meaning of the Policy and, as a result, has suffered “Insured Losses” within the meaning of the Policy.

8. The Policy provides coverage for Zumbro’s “Insured Losses.”

9. No terms, conditions, exclusions, or limitations of the Policy bar coverage for Zumbro’s “Insured Losses.”

FIRST CAUSE OF ACTION BREACH OF CONTRACT

10. Paragraphs 1 through 9 are incorporated and realleged as though fully set forth herein.

11. The Policy is a valid and binding contract that obligates HCC to fully reimburse Zumbro for its “Insured Losses,” up to policy limits.

12. Despite due demand, HCC has failed and refused to reimburse Zumbro for its “Insured Losses.”

13. By failing to fully reimburse Zumbro for its “Insured Losses,” HCC has breached its obligations under the Policy.

14. As a direct and proximate result of HCC’s breach, Zumbro has suffered damages, in an amount exceeding \$75,000 but to be fully determined at trial.

**SECOND CAUSE OF ACTION
DECLARATORY JUDGMENT**

15. Paragraphs 1 through 14 are incorporated and realleged as though fully set forth herein.

16. There is currently a justiciable controversy concerning the rights and obligations of Zumbro and HCC under the Policy.

17. This Court is empowered to declare the rights and obligations of Zumbro and HCC under the Policy pursuant to the Federal Declaratory Judgments Act (28 U.S.C. § 2201) and Rule 57 of the Federal Rules of Civil Procedure.

18. Zumbro is entitled to a declaratory judgment that the Policy provides coverage for its “Insured Losses.”

WHEREFORE, Plaintiff Zumbro River Brand, Inc. demands judgment on the foregoing claims as follows:

A. A judgment in favor of Zumbro and against HCC awarding Zumbro damages, in an amount exceeding \$75,000 but to be fully determined at trial;

B. A judgment declaring that HCC’s Policy provides coverage to Zumbro for all of its “Insured Losses”;

- C. Interest on all awards of damages, including pre- and post-judgment interest;
- D. All recoverable costs and attorney's fees; and,
- E. Such other and further relief as this Court deems just and appropriate.

JURY DEMAND

Plaintiff Zumbro River Brand, Inc. hereby demands a trial by jury on all issues so triable.

Dated this 22nd day of March, 2019.

DEWITT LLP

By: /s/ Sarah E. Roeder

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